

**CITY OF FLAGSTAFF  
MANAGEMENT SERVICES - PURCHASING  
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001  
(928) 779-7619 / FAX (928) 779-7656**

**REQUEST FOR PROPOSALS  
HOUSING AND COMMUNITY SUSTAINABILITY NEXUS STUDY  
PROPOSAL NUMBER 27038**

The City of Flagstaff retains the right to reject any or all proposals received and waive minor technicalities when it is deemed to be in the City's best interest.

Sealed proposals will be received at the Purchasing Office located at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona, 86001 until 3:00 p.m. on December 5, 2006, from qualified firms to provide a comprehensive Housing and Community Sustainability Nexus Study (here after referred to as Nexus Study).

Sealed proposals must be in the actual possession of the Purchasing Division on or before the date and time indicated above. Each proposal shall be date and time stamped in the Purchasing Division. Those received after the date and time stated will be returned unopened to the Contractor.

A pre-proposal meeting will take place at 1:00 pm (MST) on November 9, 2006, in the City Hall Council Conference Room, 211 W. Aspen Avenue, Flagstaff, AZ 86001. It is highly recommended that all interested bidders attend this meeting.

Questions or additional information may be obtained from the Purchasing Office, located at 211 West Aspen Avenue, Flagstaff, Arizona 86001, phone (928) 779-7619.

The contract will be awarded to the responsible bidder whose proposal is responsive to this Request for Proposals and will be most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. Responsible factors to be considered may include, but are not limited to, the Proposer's past performance on other contracts, and other matters set forth in City of Flagstaff Ordinance No. 1945. The award may be made to other than the lowest price proposal.

The City of Flagstaff retains the right to reject any or all proposals received and waive minor technicalities when it is deemed to be in the City's best interest.

**PROJECT DESCRIPTION**

The City of Flagstaff is requesting proposals to develop a Housing and Community Nexus Study to determine the sustainability of (workforce) housing and community economic sustainability for current and potential Flagstaff residents.

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**PROPOSAL ACKNOWLEDGMENT**

**UPON RECEIPT OF THE REQUESTED PROPOSAL DOCUMENTS, YOU MUST COMPLETE THE FOLLOWING INFORMATION AND FAX THIS COVER BACK TO (928) 779-7656. THE RETURN OF THIS PAGE IS THE ONLY WAY A PROPOSER WILL RECEIVE ADDENDUMS. FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE PROPOSAL DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE PROPOSAL.**

<b>PROPOSAL NUMBER:</b>	<b>27038</b>
<b>PROPOSAL NAME:</b>	<b>HOUSING AND COMMUNITY SUSTAINABILITY NEXUS STUDY</b>
<b>TOTAL NUMBER OF PAGES:</b>	<b>24</b>
<b>COMPANY NAME:</b>	
<b>CONTACT PERSON: PHONE NUMBER, FAX NUMBER EMAIL ADDRESS AND COMPLETE MAILING ADDRESS</b>	<b>FAX:</b> <b>PHONE:</b>
<b>DID YOU RECEIVE THE TOTAL NUMBER OF PAGES REQUESTED:</b>	<b>YES ____ NO</b> <b>IF NO, WHAT PAGE NUMBERS ARE YOU MISSING:</b>
<b>PLEASE SIGN ACKNOWLEDGING RECEIPT &amp; FAX TO (928) 779-7656:</b>	

**\*\*\*Please Return Immediately If Bidding\*\*\***

**REQUEST FOR PROPOSAL  
HOUSING AND COMMUNITY SUSTAINABILITY NEXUS STUDY  
RFP 27038**

## **Community**

Flagstaff is a mountain city located at 7,000 feet in elevation in the highlands of north central Arizona. It is surrounded on all sides by the Coconino National Forest, which contains the largest contiguous stand of Ponderosa Pines in the world. Flagstaff occupies 65 square miles on a volcanic plateau at the base of Arizona's highest point, the San Francisco Peaks, at 12,633 feet. Flagstaff is considered a metropolitan city because of its population of almost 60,000; however, its identity is still rooted in its small-town mountain heritage. Hunting, fishing, skiing, mountain biking and rock climbing are just a few of the outdoor activities that attract people to Flagstaff.

Flagstaff has long been a transportation hub. Located along an old wagon road to California, Flagstaff's development began after the railroad arrived in 1881. Today, Flagstaff is the economic hub of Northern Arizona, ideally situated at the juncture of Interstates 40 and 17. The Phoenix metropolitan area is 140 miles to the south and Grand Canyon National Park is approximately 80 miles to the north. Flagstaff is a governmental, educational, transportation, cultural and commercial center, with tourism and government as major sources of employment. Flagstaff is home to Northern Arizona University (NAU), which has approximately 20,000 students. The school specializes in a number of environmental areas including forest health and biology. It is the state's largest residential campus. The newly expanded Coconino Community College is adjacent to the NAU campus. The city is home to a number of scientific and high tech research and development industries including W.L. Gore, Southwest Wind Power, and Prent. The community also has two museums, numerous art galleries, a symphony orchestra, four recreation centers, an ice skating rink and a major ski resort. Flagstaff has 11 public elementary schools, two middle schools, three high schools and many private and charter schools. Flagstaff has extensive medical facilities and resources, including a state-of-the-art trauma center at the Flagstaff Medical Center.

Flagstaff's incorporated population is almost 63,000, with an additional 20,000 living in nearby unincorporated communities, and more than 200,000 live in the region. Flagstaff has experienced a moderate annual growth rate of 3.1% over the past 25 years. The age distribution of the population within the Flagstaff urban area provides for a large labor pool due to the fact that 72% of the population is within the 18 to 64 age group.

Coconino County and Flagstaff possess an abundance of natural, cultural and archaeological resources, fueling an active tourism economy. Primary among all attractions is the Grand Canyon; a widely recognized natural wonder located about 80 miles north of Flagstaff that stimulates domestic and international visitation at a rate approaching five million persons per year. Also, two main routes to the Grand Canyon pass through Flagstaff giving Northern Arizona's largest city ample opportunity to capture visitor business.

## Project Background

The City of Flagstaff has experienced tremendous growth in its real estate and housing market in recent years. The average home price has risen from \$170,372 in 2000 to \$434,750 as of the Second Quarter in 2006. City leaders, the Community Housing Policy Task Force, and other stakeholders realize that well-planned and affordable community housing is key to sustainable economic growth and basic living standards for those who live and work in Flagstaff. We seek to better understand and forecast the diverse housing needs of our community and identify practical solutions. This goal requires a strategic blueprint that proposes the most appropriate housing types, identifies the impact of a burgeoning second home market, and identifies the necessary ‘Community’ infrastructure for economic and social sustainability.

Affordable housing is key to sustainable economic development; representing a *wage subsidy* for local employers and *net salary increase* for working households—one that remains in the local community as a long-term asset. Employers know that a stable labor force is important for productivity; instability with housing choice and financial strain can impact job attendance. When households can comfortably meet basic needs such as rent or mortgage payments, there is more left over to invest in the local economy. Housing is made more affordable either by increasing wages or lowering housing costs.

A Flagstaff housing goal is to create and sustain “workforce” or community housing that is affordable to households who work for living; provide essential community services; and put the “community” in Flagstaff. Achieving a sustainable and diverse range of housing options first requires an understanding of the role housing plays in economic and community development, combined with thoughtful planning and cooperation among many stakeholders. This group might include housing professionals, community and economic development professionals, policy makers, and planning and development professionals, along with business, corporate and community leaders. Together, they can assist in defining the scope and direction of the City’s housing efforts.

## Scope of Services

The City of Flagstaff is seeking a professional economic/planning consultant to provide the City of Flagstaff with a Housing and Community Sustainability Nexus Study. The purpose of this project is to identify and quantify the long term needs and impacts on the community as it pertains to housing affordability, wage rates, and second homes for current and potential Flagstaff residents. As the dynamics of the community have changed significantly between when the 2000 Census information was collected and now, the majority of the data required for this study shall need to be exacted from other data sources. This proposed study was a key recommendation from the Flagstaff Community Housing Policy Task Force and has been accepted as direction to proceed by Flagstaff City Council. The term “affordable community (workforce) housing” is defined as the ability of households to obtain safe, decent, and sanitary residential quarters that do not cost-burden members of Flagstaff’s workforce such as teachers, bank tellers, nurses, construction workers, and police officers. The Flagstaff Community Housing Policy Task Force defined workforce housing as housing that is affordable to residents, or potential residents, who earn up to 150% of the Area Median Income (AMI) for their family size, when they are spending no more than 35% of their gross income on housing.

## **A. Project Overview and Management**

The Housing Section within the City of Flagstaff's Community Investment Division will oversee the contract for the Nexus Study, with the Community Housing Manager, George Rodriguez and Community Housing & Neighborhood Planner, Erika Mazza as the principal staff contacts.

Maintaining a healthy housing market is a priority for Flagstaff's City Council. This product will serve as the document to identify and provide recommendations for all contributing components of Flagstaff's current and projected housing and economic needs. In addition, this document shall contain a reference of statistics and trends and act as a general tool to inform the community local housing policy development and consolidated planning efforts.

## **B. Audience**

The primary audience for this product includes the City of Flagstaff and all stakeholders identified within the community assessment. In addition, we plan to make this product available upon request to the general public and interested media for use as a research tool and reference guide. The primary audience will have specific knowledge of housing and/or community development, while the broader secondary audience may have limited understanding of industry terms and relationships. For this reason, the Preface and Introduction should include a general overview of concepts to orient readers.

## **C. Project Components**

The analyses should include:

- 1) Housing Market Analysis
- 2) Economic Profile
- 3) Housing & Non-Housing Needs Assessment and Forecast
- 4) Quantifiable Action Plan

- *Housing Market Analysis*
  - Depict type of dwelling unit, tenure, occupied or unoccupied (second homes), vintage, number of rooms, and housing size.
  - Disposition of vacant housing stock, identifying the number of vacant units that are neither for rent, for sale, or used for any other purpose.
  - Inspection of housing production activity by unit to determine the level of housing production for single-family, duplex, 3 and 4 units, and multifamily unit structures.
  - Quantify trends in production over the last 25 years and determined the changing real value of construction as well as current market rates for new and existing housing.
  - Assessment of the predominant housing unit type, size, cost, age, condition,
- *Economic Profile*
  - Evaluate the performance and direction of the labor market as it relates the number of people working or seeking work.
  - Assess of earned and unearned income, average wages and per capita income.
  - Quantify the wages needed to sustain community housing choices from both the rental and homeownership markets.

- Assess the ability of the local market to generate work force housing, and the ability of the local households to afford such housing.
  - Quantification of the second-home market, including:
    - Sales tax impact,
    - Delivery of service implications, and
    - Assess the impacts on community services.
  - Identification of critical elements, including property tax impact on school system, to sustain Flagstaff's economy.
  - Develop an economic impact assessment, where by determining both the direct and indirect effects of particular housing investment decisions or economic development options, as well as related infrastructure requirements.
- *Housing & Non-Housing Needs Assessment and Forecasts*
    - Identify the factors that influence the demand and the need for housing and services.
    - Identify current and further housing and non-housing needs.
    - Identify the types of housing, by tenure and income that are needed.
    - Prepare a forecast of future housing demand incorporating upcoming household formation for both renters and homeowners, by detailed income category, in the next 5, 10 and 20 years.
- Additional economic and demographic modeling may be necessary to determine employment and income forecasts. As the dynamics of the community have changed significantly between when the 2000 Census information was collected and now, the majority of the data required for this study shall need to be exacted from other data sources.
- *Quantifiable Action Plan*
    - Summarize perceived barriers and assets.
    - Recommend various development and financing tools, that available in Arizona and Flagstaff, to further workforce/community housing.
    - Establish key critical elements to sustain or grow Flagstaff's economy.
    - Recommend strategies for building local involvement and support for a range of housing development options.
    - Discussion of the consequences of not implementing recommendations for meeting needs for affordable housing choice - Include case studies from other similar communities that reflect either best practices or consequences of the failure to address the issue.

## **F. Information Requested**

Each proposal must address all of the services requested. Proposals should include at least the following information:

1. A description of how the consultant proposes to address the project requirements as defined in the Request for Proposals. Suggestions for alternatives are certainly welcome; please include an explanation as to why the alternative proposed is a better option.
2. Identification of the project manager and team members along with their qualifications and experience – include resume and certifications. Such identification must include a list of similar projects recently completed by the consulting firm including start and completion dates, project costs, and a client contact list for references.
3. A not-to-exceed fee for the work necessary to complete the project described herein. Also, the proposal must include a specific schedule of rates for each position, and the estimated time devoted to this project.
4. The cost to travel to Flagstaff with related supplies and expenses must be clearly identified and presented separately from the project costs so the projects can be evaluated independent of travel expenses.
5. Benchmark dates and a schedule for the completion of each component of the project.
6. Certification that the professional or firm is not included on any state or federal list of ineligible contractors and agrees to comply with the provisions of the Federal Civil Rights Act of 1964.

### **Recommended Pre-Proposal Meeting**

It is highly recommended that all interested bidders attend (either in person or via teleconference) the Pre-Proposal meeting. The pre-proposal meeting will be held at 1:00 PM on Thursday, November 9, 2006 in the City Hall Council Conference Room, 211 West Aspen Avenue, Flagstaff, AZ. This meeting is for the benefit of both the City staff and the respondents so that the project can be described in better detail than is possible in the document, and so the staff can hear from the respondents regarding concerns on any part of the project.

## **REQUEST FOR PROPOSALS**

## NEXUS STUDY

### EVALUATION CRITERIA PROPOSAL NUMBER 27038

The City of Flagstaff will evaluate the proposals within budget and may award the proposal based on the following criteria:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>POINTS</u></b>
<b>Budget &amp; Schedule</b> <ul style="list-style-type: none"><li>• Project timetable</li><li>• Cost of project delivery</li></ul>	<b>20</b>
<b>Experience w/ Similar Projects</b> <ul style="list-style-type: none"><li>• Firm's relevant experience on similar projects;</li><li>• Firm's past financial experience for similar-sized projects and their ability to obtain financing for this specific project;</li></ul>	<b>35</b>
<b>Organizational Capacity</b> <ul style="list-style-type: none"><li>• Qualifications of key project personnel and experience on similar projects;</li><li>• Qualifications of key consultants and relevant experience on similar projects;</li></ul>	<b>10</b>
<b>Project Proposal</b> <ul style="list-style-type: none"><li>• Firm's demonstrated understanding of the project and its objectives;</li><li>• Firm's approach to the project and detailed plan to meet objectives;</li></ul>	<b>35</b>
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

The City Council reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.



## **TENTATIVE RFP SCHEDULE**

The following schedule for the solicitation of proposals, selection of a consultant, and commencement of the project is tentative.

Publish Notice of RFP	October 27, 2006
Recommended Pre-Proposal Meeting	November 9, 2006
Proposals due and opened	December 5, 2006
Evaluation Period	December 6-16, 2006
Selection Action by Council	January 2, 2007

Once selected, the following will be used as a guideline for timelines throughout the project:

Project commences	January, 2007
Draft for Comment	April 13, 2007
Final Draft	April 27, 2007
Action by Council	May 15, 2007

## **INSTRUCTIONS**

**PREPARATION:** Proposals shall be submitted in a sealed envelope addressed to the City of Flagstaff, Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed RFP" and identified by the material or service description, proposal number, and proposal opening date and time. When submitting a no proposal, indicate on the outside of the envelope "No Proposal". The entire proposal package including all instructions is to be returned and properly fastened together. Retain a copy of your proposal for your records. Proposals shall be opened publicly at the time and place designated on the cover of this document. Proposals will not be subject to public inspection until after contract award.

Bidders are to provide ONE (1) original (labeled) and FOUR (4) copies of their proposal.

All proposals must be made on the City proposal forms and duly signed by an authorized representative of the bidder.

Proposals faxed to the City of Flagstaff cannot be accepted.

Proposals received after the stipulated proposal opening date and time will not be considered.

Erasures, interlineations or other modifications in the proposal shall be in ink and made by the authorized person signing the proposal.

The City is not responsible for any of bidder's errors or omissions. It is the responsibility of all bidders to examine the entire set of proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Retain a complete set of proposal documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and Local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

**QUALITY OF PROPOSAL:** The quality of the proposal(s) submitted by the bidder is viewed as a basic indication of the bidder's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

**GENERAL CONTENT:** The proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the proposal being sought.

Bidder should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if bidder deems them necessary to accomplish the program.

**GENERAL INFORMATION:** All proposals shall be for new merchandise unless otherwise specified.

The specifications listed as part of this Request for Proposals are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the bidder's proposal. If no exceptions are stated by the bidder, the City will assume the bidder's proposal to equal or exceed the specifications at the bidder's risk of correcting or replacing the equipment at the bidder's own cost.

The bidder shall submit full descriptive information on all products offered for consideration with its proposal.

**INTENT:** These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this proposal. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the bidder shall perform the same as though they were specifically mentioned, described, and delineated.

**ADDITIONAL INFORMATION:** All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Ann Marie Fisher, Senior Buyer  
Purchasing Division, City of Flagstaff  
211 West Aspen, Flagstaff, AZ 86001

Email: afisher@ci.flagstaff.az.us  
Fax No: (928) 779 7656

The City **shall not** be responsible for bidders adjusting their proposal based on any oral instructions made by any employees or officers of the City regarding the proposal instructions, drawing, specifications, or contract documents. All changes to the proposal will be in the form of a written addendum, which will be furnished to all bidders who are listed with the City as having received the proposal.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the proposal opening. Any interpretation or correction of the Request for Proposal documents will be made only by addendum, duly issued, and a copy of each addendum will be mailed, faxed or delivered to all who are known to have received a set of proposal documents. The City of Flagstaff is not responsible for any other explanations or interpretations of the Request for Proposal documents.

**EVALUATION:** In competitive sealed proposals, awards shall be made to the lowest responsible and responsive bidder whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

The bidder shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.

The offer and contract award sheet and any solicitation amendments must be signed and returned with the bidder's proposal.

Prior to the award of a contract, the successful bidder shall have a completed application on file with the Purchasing Division.

**ACCEPTANCE:** All proposals submitted to the City of Flagstaff are to remain firm for a minimum period of 90 calendar days from the date the proposals are officially opened, unless otherwise specified.

The successful bidder's proposal is not officially accepted until such time as the bidder either receives a purchase order or a written notice of acceptance from the City of Flagstaff Purchasing Director.

**PROPRIETARY INFORMATION:** Any information considered to be proprietary by the bidder shall be placed in a separate envelope and marked "Proprietary Information," subject to the Arizona Public Record law. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to as a public record disclosure. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

**PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the City of Flagstaff and will become a matter of public record, available for review subsequent to the award notification.

**PROPOSAL RESULTS:** Bidders are invited to attend the scheduled proposal opening. The proposals shall be opened at the time and place designated on the cover page of this document. The name of each bidder and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. "PRICES SHALL NOT BE READ". After the contract award, the proposals and the evaluation documentation shall be open for public inspection.

**POINT OF CONTACT:** The proposal must indicate the name of one individual who the City is to contact in regards to any questions or clarifications in regards to this proposal.

To ensure adequate service coverage, the City reserves the right to make multiple awards. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: waive any immaterial defect or informality; or reject any or all bids, or portions thereof; or reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City Manager. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. A draft agreement is attached that will also need to be signed by both parties and become a part of this Request for Proposal. The actual language and terms and conditions may be modified to fit the intent of this proposal.

**DISCUSSIONS AND REVISIONS TO PROPOSAL:** Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders. The purposes of such discussions shall be to:

- A. Determine in greater detail such bidder's qualifications, and
- B. Explore with the bidder the scope and nature of the project, the bidder's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determining that the bidder will make available the necessary personnel and facilities to perform within the required time;
- D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

**CONFIDENTIAL INFORMATION:** After award of a contract, proposal responses shall be considered public record and subject to review. Materials submitted by bidders shall become the property of the City unless otherwise requested at the time of submission. If a bidder believes a specific section of its proposal response to be confidential, the bidder is to mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The bidder is to include a written statement as to the basis for considering the marked pages confidential and the City Purchasing Office will review the material and make a determination. Information submitted in response to this proposal is considered public record and may be disclosed pursuant to the Arizona Public Record law.

**FINANCIAL STATUS:** All bidders shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a bidder non-responsive and/or non-responsible.

If a bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the bidder under federal bankruptcy law or any state insolvency law, the bidder must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, the bidder agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the bidder under federal bankruptcy law or any state insolvency law, the bidder will immediately provide the City with a written notice to that effect, and will provide the City with any relevant information it requests to determine whether the bidder will meet its obligations to the City.

**EXCEPTION TO THE SOLICITATION:** The bidder will identify and list all exceptions taken to all sections of this proposal and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the bidder's exception. The bidder will list these exceptions under the heading "Exception to the PROPOSAL Solicitation. Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the PROPOSAL Solicitation", shall be considered invalid and void and of no contractual significance.

The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the bidder exceptions, or accept them outright.

**UPON NOTICE OF INTENT TO AWARD:** The apparent successful bidder shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

**COST TO PREPARE:** The City of Flagstaff will not reimburse the Vendor the costs associated with responding to the request for proposal.

## **UNIFORM CONTRACT TERMS AND CONDITIONS**

**WARRANTY:** Bidder expressly warrants that all goods and services covered by this Agreement shall conform to the specifications, drawings, samples or other description upon which this Agreement is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of bidder's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect bidder's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Bidder agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by bidder to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to bidder, may make such corrections or replace such goods and services and charge bidder for the cost incurred by the City thereby.

Bidder's product, service, and facilities shall be in full compliance with all applicable Federal, State and Local health, environmental, and safety laws, regulations, standards and ordinances, regardless of whether or not they are expressly referred to by the City.

Bidder represents and warrants that all software and/or equipment offered in this Agreement shall function without error or interruption related to date data, specifically including errors or interruptions related from functions which may involve date data from more than one century; the software and/or equipment requires that all date data include an indication of century in each instance; and all data output and results, in any form, shall include an indication of century in each instance.

Unless otherwise specified, the minimum warranty period shall be one (1) year from bidder's installation or delivery of the warranted item. Bidder shall provide the City with a copy of the complete manufacturer's warranty information.

**PATENTS:** Bidder agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and bidder further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by bidder.

**DELIVERY:** The time for delivery shall be stated in definite terms and may be a factor in making an award. Delivery shall be made in accordance with the delivery time specified in this Agreement.

Risk of loss and/or damage shall be upon bidder until such time as the goods have been physically delivered to and accepted by the City.

**COMPLIANCE:** It is agreed that bidder shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Bidder agrees that if the product or service offered does not comply with the terms and conditions of this Agreement, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and bidder further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

**SUB-CONTRACTING:** This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval shall be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-vendor. No sub-contractor shall, under any circumstances, relieve bidder of its liability and obligation under this Agreement; and despite any such sub-contracting the City shall deal through bidder. Sub-contractor shall be dealt with as workers and representatives of bidder.

**NON-COLLUSION:** Bidders, by submitting a signed Agreement, certify that the accompanying Agreement is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or United States law.

**TERMINATION:** The City reserves the right to terminate any contract awarded pursuant to this RFP for non-performance by bidder. Bidder may be given a reasonable opportunity to correct the deficiency prior to termination.

**NON-EXCLUSIVE CONTRACT:** Any contract awarded pursuant to this RFP shall be made with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

**PAYMENT:** The City shall issue checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice shall be received by the 8th or 22nd of each month.

**\*\*(THIS IS THE AGREEMENT THAT WILL BE USED TO CONTRACT FOR SERVICES)**  
**DRAFT FORM OF**

**AGREEMENT FOR SERVICES**

**CITY OF FLAGSTAFF  
and  
PARTY'S NAME**

Agreement made by and between the City of Flagstaff (the "City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and [Party's Name], [Form of organization], with offices at [Party's address] (the "Provider"), effective as of the date written below.

**RECITALS**

A. The City desires to enter into a contract in order to provide a Housing and Community Sustainability Nexus Study; and

B. Provider has available and offers to provide personnel and facilities necessary to accomplish the work within the required time in accordance with a schedule included in this Agreement;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following services:

- 1.1 Development of a Housing and Community Sustainability Nexus Study, as detailed in RFP 27038, a copy of which is attached as Exhibit A, and incorporated by reference in this Agreement.

**2. COMPENSATION OF PROVIDER**

2.1 Provider agrees to perform all of the work described above for the sum of [Contract amount in words] [\$Contract amount in figures].

2.2 Provider agrees that any unexpended funds which have been advanced to the Provider by the City and which remain in Provider's possession at the end of the term of this Agreement will be refunded to the City within fifteen (15) days after termination of the Agreement.

**3. RIGHTS AND OBLIGATIONS OF PROVIDER**

3.1 Independent Contractor. The parties agree that the Provider performs specialized services and that Provider enters this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute the Provider or any of Provider's agents or employees as



the agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider will be performed at Provider's place of business or as otherwise determined by Provider. Provider will furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider will be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although the Provider is responsible for control and supervision of work performed under this Agreement, the work provided must be acceptable to the City and will be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision will include, but not be limited to a monthly activity report to be provided by Provider to the City and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider will comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement

#### **4. NOTICE PROVISIONS**

Notice. Any notice concerning this Agreement must be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:

Erika Mazza, Housing Planner  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001

To the Provider:

Provider's representative's name, title  
Provider's name, e.g. name of corporation  
Address Line 1  
Address Line 2  
City\_State\_Zip Code

#### **5. INDEMNIFICATION**

To the fullest extent permitted by law, Provider agrees to indemnify, defend and hold harmless the City from and against any and all claims, losses, liability, costs or expenses arising out of this agreement but only to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the Provider. The amount and type of insurance required (Section, 6. Insurance) will not be construed as limiting the scope of the indemnity in this Agreement.

#### **6. INSURANCE**

6.1 General Provisions. The Provider and its Subcontractors, at Provider's and Subcontractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

6.1.1 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at sole discretion of the City, constitute a material breach of this Agreement.

6.1.2 The Provider's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

6.1.3 Provider shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

6.1.4 The insurance policies, except Worker's Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Provider's negligent acts, errors, mistakes, omissions, work or service.

6.1.5 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Provider shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Provider to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

6.1.6 The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.1.7 The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insured.

## 6.2 Required Coverage: Commercial General Liability

6.2.1 Provider shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$Aggregate products/completed operations Products/Completed Operations Aggregate and a \$General Aggregate General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

6.2.2 Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

6.2.3 The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Provider's operations and products and completed operations.

6.3 Required Coverage: Automobile Liability. Provider shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Provider's any owned, hired, and non-owned vehicles assigned to or used in performance of the Provider's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

6.4 Worker's Compensation. The Provider shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Provider's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.4.1 In case any work is subcontracted, the Provider will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Provider.

6.5 Professional Liability. The Provider retained by the City to provide the work or service required by this Agreement will maintain Professional Liability insurance covering negligent acts, errors, mistakes and omissions arising out of the work or services performed by the Provider, or any person employed by the Provider, with a limit of not less than \$1,000,000 each claim.

6.6 Certificates of Insurance. Prior to commencing work or services under this Agreement, Provider shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Provider's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

6.6.1 In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Provider's work or services and as evidenced by annual Certificates of Insurance.

6.6.2 If a policy does expire during the life of the Agreement, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

6.6.3 All Certificates of Insurance shall be identified with project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate project number and project name.

6.7 Cancellation and Expiration Notice. The insurance required shall not expire, be cancelled, or materially changed without thirty (30) days' written notice to the City.

## **7. DEFAULT AND TERMINATION**

7.1 Events of Default Defined. The following will be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by the Provider to the City;

7.1.2 Any failure by the Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within the Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within the Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond the Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare the Provider in default under this Agreement. The City will provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of the Provider's compensation under this Agreement;

7.2.1.5 The right to deem the Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City permits the Provider to continue to provide the Services despite the occurrence of one or more Events of Default, the Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, the Provider will be liable for and will remit promptly to the City the balance upon written demand from the City.

## **8. GENERAL PROVISIONS**

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. The Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. The Provider covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Provider further covenants that in the performance of this Agreement he will not engage any employee or apprentice

having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all required acts or actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in the Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Nonappropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City will notify the Provider of such occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, will be self-administered, and will be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Waiver. No failure to enforce any condition or covenant of this Agreement by the City will imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

## 9. DURATION OF THE AGREEMENT

This Agreement shall be effective on and from the day and year executed by the parties, indicated below, and shall continue in force until End of term, unless sooner terminated as provided above.

**City of Flagstaff**

**Provider**

\_\_\_\_\_  
Dave Wilcox, City Manager

\_\_\_\_\_  
[Provider's printed name and title]

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Date of Execution:\_\_\_\_\_

**Attachment A**  
**SCOPE OF WORK**